

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER SP0600-15-5204		PAGE 1 OF 15	
2. CONTRACT NO. SP0600-16-G-8001		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-15-R-0416	
6. SOLICITATION ISSUE DATE 07/28/2015		7. FOR SOLICITATION INFORMATION CALL:		a. NAME 		b. TELEPHONE NUMBER (No collect calls) 	
8. OFFER DUE DATE/LOCAL TIME 07/28/2020 See notes		9. ISSUED BY DLA ENERGY - ELECTRICITY, RENEWABLES & ESPC 8725 JOHN J. KINGMAN ROAD, STE. 3830 FT. BELVOIR, VA 22060 (dlaenergy.eteam@dla.mil)		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A)		NAICS: 221115 SIZE STANDARD: 250 employees	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE _____		16. ADMINISTERED BY See Block 9		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		17a. CONTRACTOR/ OFFEROR CODE _____ FACILITY CODE _____ Energy Ventures REP, LLC 2275 Research Blvd, Suite 500 Rockville, MD 20850 	
18a. PAYMENT WILL BE MADE BY CODE _____		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) CEO		30c. DATE SIGNED June 3, 2016		31b. NAME OF CONTRACTING OFFICER (Type or print) 		31c. DATE SIGNED June 2, 2016	

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## PART I –THE SCHEDULE

### SECTION A—Agreement Form

See SF 1449 Page 1 Continuation of Block 8 of SF1449-OFFER DUE DATE: This Basic Ordering Agreement (BOA) Solicitation is **open continuously** for a period of five (5) years from solicitation issue date identified in Block 6. When responding please review this Agreement in its entirety, specifically ensure the following documents are submitted/completed:

- 1) Signed and completed SF 1449, to **include Cage Code**
- 2) Complete all fill-in areas of the Request for Proposal, **Section K**
- 3) All DOCUMENTS and requirements for offer submission set forth in **Section L**

### SECTION B – SUPPLIES TO BE FURNISHED RENEWABLE ENERGY CERTIFICATES

- (a) **Brief Description:** A Renewable Energy Certificate (REC) represents the property rights to the environmental, social, and other non-power qualities of renewable electricity generation transferred to the Government. As renewable generators produce electricity, they create one REC for every 1000 kilowatt-hours (or 1 megawatt-hour) of electricity placed on the grid. Government “goals” identified in Executive Order (E.O.) 13693, *Planning for Sustainability in the Next Decade* (dated March 19, 2015) drive the Ordering Agency’s REC requirement. These RECs earn “credit” for the Agency to meet the Governmental goal for a given Fiscal Year (FY). RECs are also known as “green tags”, “green certificates” and “renewable energy credits”.
- (b) **Item Numbers:** The Contract Line Item Numbers (CLINs) identified in Section B, Table 1 are the only supplies available for future orders.
- (c) **Quantities:** The estimated quantity for this Agreement is 8,636,360 megawatt-hours (MWh) over five years. The estimate is based off of a cumulative average of all RECs delivered using DLA Energy’s historical information and pricing data.
- (d) **Deliverables:** All deliverables associated to the REC(s) delivered under these terms and clauses shall be furnished in accordance with Section B, Supplies to be Furnished, and C, Statement of Work, whereby the following is required:
  - (1) Exhibit I REC Certificate of Transfer furnished at the time of REC(s) delivery.
  - (2) Exhibit II REC Attestations- to be completed by the generator and BOA Holder furnished at the time of REC(s) delivery.
  - (3) Verification Audit – All required audit reports shall be furnished for delivery as follows:
    - (i) **Third-Party Verification Audit**<sup>1</sup> – (required for **non-Green-e** or **non-LEED** Certified) At a minimum, an audit must be performed by a Certified Public Accountant within 90 calendar days of the delivery date to verify the REC product content was sufficiently generated; the BOA Holder shall deliver the audit report to the Ordering Agency as soon as it’s available. This audit shall identify quantity, renewable type, vintage and on-line date pursuant to Exhibits I and II.
    - (ii) **Green-e & LEED Certified Annual Audit**<sup>2</sup> - as required by Green-e National Standard, the BOA Holder must conduct an annual verification process to substantiate product purchases, sales, and claims. The BOA Holder must produce a report from an independent Certified Public Accountant or certified internal auditor to conduct this verification in accordance with the procedures set forth in the Green-e Energy Verification Process Audit Protocol (see Footnote 2). The results of the verification must be submitted to the Center for Resource Solutions (CRS) by the annual deadline specified by CRS. The subsequent report delivered to CRS shall be required to be delivered to the Ordering Agency.

<sup>1</sup> Audit requirement described in [http://www1.eere.energy.gov/femp/pdfs/epact05\\_fedrenewenergyguid.pdf](http://www1.eere.energy.gov/femp/pdfs/epact05_fedrenewenergyguid.pdf)

<sup>2</sup> Audit requirement described in Green-E Code of Conduct and Customer Disclosure Requirements dated November 6, 2013 <http://www.green-e.org/docs/energy/Green-e%20Energy%20Code%20of%20Conduct%20110613.pdf>. The Green-e Energy Code of Conduct underwent a major update in the July 24, 2015 version, but Participants will not be required to comply with this version until July 24, 2016 per [http://www.green-e.org/getcert\\_re\\_stan.shtml#coccd](http://www.green-e.org/getcert_re_stan.shtml#coccd).

**Section B, Table1: Supplies to be Furnished**

Contract Line Item Number (CLIN)	REC Type/ Source	Deliverables
0001	Any/all RECs	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d) 3, Deliverables, c., i.
0002	Solar	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d) 3, Deliverables, c., i.
0003	Wind	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d) 3, Deliverables, c., i.
0004	Landfill Gas	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d) 3, Deliverables, c., i.
0005	Biomass	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d) 3, Deliverables, c., i.
0006	eGrid	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d) 3, Deliverables, c., i.
0007	LEED Certified	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d) 3, Deliverables, c., ii.
0008	Green-e Certified (any REC)	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d) 3, Deliverables, c., ii.
0009	Solar Green-e Certified	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d) 3, Deliverables, c., ii.
0010	Wind, Green-e Certified	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d) 3, Deliverables, c., ii.
0011	Landfill Gas, Green-e Certified	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d) 3, Deliverables, c., ii.
0012	Biomass, Green-e Certified	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d) 3, Deliverables, c., ii.

**SECTION C – STATEMENT OF WORK /SPECIFICATIONS**

- (a) **PURPOSE:** This Basic Ordering Agreement (BOA) between Energy Ventures REP, LLC (herein “DLA BOA Holder”) and the Defense Logistics Agency Energy (herein “DLA Energy”) is entered into for the potential supply of Renewable Energy Certificates (RECs).
- (b) **BACKGROUND:** RECs serve the role of laying claim to and accounting for the associated attributes of renewable-based generation. As renewable generators produce electricity, they have a positive impact, reducing the need for fossil fuel-based generation sources to meet consumer demand. RECs embody these positive environmental impacts and convey these benefits to the REC owner. As renewable generators produce electricity, they create one REC for every 1000 kilowatt-hours (or 1 megawatt-hour) of electricity placed on the grid. If the physical electricity and the associated RECs are sold to separate buyers, the electricity is no longer considered "renewable" or "green." The REC product is what conveys the attributes and benefits of the renewable electricity, not the electricity itself.



(c) **DEFINITIONS:**

- (1) **Renewable Energy Certificate(REC)**<sup>3</sup>: means the technology and environmental (non-energy) attributes that represent proof that 1 megawatt-hour (MWh) of electricity was generated from an **eligible renewable energy resource**, that can be sold separately from the underlying generic electricity with which they are associated, and that, for the purposes of this order [E.O. 13693], were **produced** by sources of renewable energy placed into service within 10 years prior to the start of the fiscal year.
  - (2) **Eligible Renewable Energy Resource**<sup>4</sup>: is to mean “renewable electric energy” or “REC Type/Source”, which is energy produced by solar, wind, biomass, landfill gas, ocean (including tidal, wave, current, and thermal), geothermal, geothermal heat pumps, microturbines, municipal solid waste, or new hydroelectric generation capacity achieved from increased efficiency or additions of new capacity at an existing hydroelectric project. **(For the purposes of this BOA, this definition is to mean “All / Any REC source” as shown in Section B, Table 1 – Supplies to be Furnished”).**
  - (3) **Produced**: (as referenced in paragraph “i” above), this BOA defines this term to mean “the date of vintage in accordance with paragraph iv. Vintage below”.
  - (4) **Vintage**<sup>5</sup>: is to mean “Vintage Date” or “Generation Date” which are interchangeable with respect to industry standards. Vintage is defined as the date that the electric generation associated with the REC was measured by the system operator or utility meter at the generator site.
  - (5) **Contract Year**: may also be known as ‘Goal Year’ or ‘Current Year’, however, for the purpose of this BOA, Contract Year, Goal Year or Current Year, is to mean “Fiscal Year” (FY) October 1 – September 30” **See Section C, Diagram 1** (Note: some industry standards define the “Current Year / Contract Year / Goal Year” as January 1 – December 30; however, due to Federal Funding limitations, this BOA defines the Contract/Current/Goal Year to mean “Fiscal Year”).
  - (6) **Federal REC Vintage Timeline**: RECs are defined as ELIGIBLE under this BOAs requirements when the REC generated six (6) months immediately preceding each **Fiscal year**, or three (3) months immediately following each **Fiscal Year**, making the total eligible generation period 21 consecutive months. See Section C, **Table 1- Federal REC Vintage Timeline**.
  - (7) **Green-e Certified** “Green-e” is defined as CERTIFIED RECs and has specific standards different from any other REC source. Standards, specifications (to include vintage) are fully defined in Green-e Energy National Standard (also known as: ‘National Standard’), Version 2.7 Released: July 14, 2015.
  - (8) **eGRID RECs**: Requesting agencies will accept RECs from the following eGRID sub-regions<sup>6</sup>: MRO West, RFC West and SPP North.
- eGRID<sup>7</sup> is to mean the Emissions & Generation Resource Integrated Database (eGRID), which is a comprehensive inventory of environmental attributes of electric power systems. eGRID is the preeminent source of air emissions data for the electric power sector. Data is based on available plant-specific data for all U.S. electricity generating plants that provide power to the electric grid and report data to the U.S. government. eGRID integrates many different federal data sources on power plants and power companies, including, but not limited to: EPA, the Energy Information Administration (EIA), the North American Electric Reliability Corporation (NERC), and the Federal Energy Regulatory Commission (FERC). Emissions data from EPA are carefully integrated with generation data from EIA to produce useful values like pounds per megawatt-hour (lb/MWh) of emissions, which allows direct comparison of the environmental attributes of electricity generation. eGRID also provides aggregated data by state, U.S. total, company, and by three different sets of electric grid boundaries.
- (9) **LEED Certified RECs**<sup>8</sup>: A LEED REC is an off-site renewable energy source, as defined by the Center for Resource Solutions Green-e Energy program’s products certification requirements, or the equivalent. Green power may be procured from a Green-e Energy certified power marketer or a Green-e Energy-accredited utility program, or through Green-e Energy-certified tradable renewable energy certificates (RECs) or the equivalent. To meet the LEED standard, RECs must be accompanied with proof of a contract to purchase RECs for a minimum of 2 years and must also make a commitment to purchase RECs on an ongoing basis beyond that.
  - (10) **Substantial Change to Executive Orders (E.O.)**: Should E.O. 13693 be updated, or replaced, by any superseding E.O. or higher level Government mandate, the update may govern the definition(s) of eligible Supplies to be Furnished provided in this Section (relating to *Section B, Table 1*). The scope and magnitude of the REC

<sup>3</sup> As defined in Executive Order 13693, *Planning for Federal Sustainability in the Next Decade* (dated March 19, 2015)

<sup>4</sup> As defined in Executive Order 13693 – *Planning for Federal Sustainability in the Next Decade* (dated March 19, 2015)

<sup>5</sup> As defined in Green-E Code of Conduct and Customer Disclosure Requirements - <http://www.green-e.org/docs/energy/CodeofConductandCustDisclosure.pdf>

<sup>6</sup> <http://www.epa.gov/cleanenergy/energy-resources/egrid/faq.html#egrid6>

<sup>7</sup> <http://www.epa.gov/cleanenergy/energy-resources/egrid/faq.html>

<sup>8</sup> <http://www.usgbc.org/Docs/Archive/General/Docs5545.pdf>

“Types/Sources” as indicated in the solicitation, Section B, shall not substantially change; rather additional/revised E.O.(s) may, for example, elaborate on the terms and definitions listed herein, that BOA Holder is required to adhere to the update / replacement as appropriate, and in accordance with the updated E.O. governing the definitions of the ‘Type’ of REC sourced for any new orders after the E.O update has been issued.

(11) **Contract:** for the purpose of this BOA, the term “contract” is to mean “any resultant Purchase Order award”.

(12) **Contractor:** for the purpose of this BOA, the term “contractor” is to mean “BOA Holder”.

(13) **Qualifying REC(s):** For the purpose of this BOA, the term “Qualifying REC(s)” is to mean the REC(s) which meet all standards/requirements identified in this BOA, to include Executive Order(s), National Standard or Industry Standard specified.

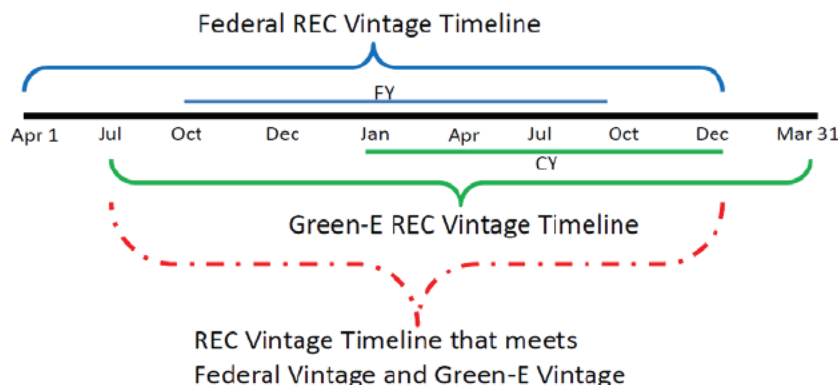
(d) **SCOPE:** Any and all RECs delivered for purchase by the Government under any resultant Purchase Order shall conform to the following requirements:

- (1) All RECs delivered shall meet the definitions and specifications defined in this BOA.
- (2) All RECs shall come from United States Facilities.
- (3) The BOA Holder shall source a REC where, at the point of generation, the unbundled product component(s) shall be sold separately from its electricity and transferred to the Ordering Agency.
- (4) All REC(s) shall be delivered with the completed appropriate **Deliverables** identified in Section B, paragraph (d).
- (5) BOA Holder shall adhere to the following Section C, **Table 1- Qualifying REC Vintage Date**, whereby supplies furnished for a given Fiscal Year must meet REC “vintage” requirements, (i.e., the energy they represent must be generated during the same defined fiscal year) as shown in Section C, Table 1, below:

### Section C, Table 1 – Federal REC Vintage Timeline

Fiscal Year	Qualifying Vintage Dates	Types of RECs
2015	April 1, 2014 to Dec 31, 2015	All RECs
	July 1, 2014 to Dec 31, 2015	National Standard (Green-e LEED)
2016	April 1, 2015 to Dec 31, 2016	All RECs
	July 1, 2015 to Dec 31, 2016	National Standard (Green-e LEED)
2017	April 1, 2016 to Dec 31, 2017	All RECs
	July 1, 2016 to Dec 31, 2017	National Standard (Green-e LEED)
2018	April 1, 2017 to Dec 31, 2018	All RECs
	July 1, 2017 to Dec 31, 2018	National Standard (Green-e LEED)
2019	April 1, 2018 to Dec 31, 2019	All RECs
	July 1, 2018 to Dec 31, 2019	National Standard (Green-e LEED)
2020	April 1, 2019 to Dec 31, 2020	All RECs
	July 1, 2019 to Dec 31, 2020	National Standard (Green-e LEED)

**Section C, Diagram 1:** For the purposes of this diagram, Current Year (CY) is shown to highlight the Green-E standard, and the overlap of the Federal REC Vintage Timeline. RECs can be generated six (6) months immediately preceding each **Fiscal Year**, or three (3) months immediately following each **Fiscal Year**; making the total eligible generation period 21 consecutive months.



## SECTION D –PACKING AND MARKING: Not Applicable

## SECTION E –INSPECTION AND ACCEPTANCE

Federal Acquisition Regulation (FAR) 52.246-2 – Inspection of Supplies—Fixed Price (Aug 1996) is hereby incorporated by reference.

## SECTION F—DELIVERIES OR PERFORMANCE

Items to be delivered will be specified when the Ordering Agency issues a Request for Quote.

### DELIVERY AND ORDERING PERIODS

(a) The period of a resultant Purchase Order (PO), during which the Ordering Agency may order and the REC deliverables shall be supplied (if ordered), will be as within the limits of the below dates. No order shall exceed these limits:

- (1) Ordering period begins: at issuance of a BOA to the BOA Holder and the last date to order is: Not to exceed (five) 5-years from the date the BOA RFP was issued as indicated in Block 6 of the SF 1449.
- (2) Delivery period begins: at issuance of a PO and ends: no later than midnight, December 30, 2020.

*NOTE: Audit Reports are a term of the requirement to be delivered. A BOA Holder would be in breach of terms if they are unable to provide a valid Audit Report; however, the BOA Holder has no control of the timing CRS releases the Green-E / LEED Audit Report thus this is an incidental deliverable to provide documentation for the official file and shall not be confined to be delivered within the time specified in paragraph (a)(2).*

## SECTION G—ADMINISTRATION DATA

### BOA POINTS OF CONTACT:

The following DLA Energy personnel are the administrative points of contact for the Basic Ordering Agreement:

DLA Contract Specialist(s):	Email:	Phone:

### CONTRACT TYPE:

Resultant Purchase Orders (contract awards) shall be established on a Firm-Fixed Price basis.

### INVOICING:

#### 52.232-37 -- Multiple Payment Arrangements (FAR)(May 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated--

- (a) Elsewhere in this contract or agreement; or
- (b) In individual orders placed under this contract or agreement

## SECTION H—SPECIAL TERMS:

### BASIC ORDERING AGREEMENT TERMS & CONDITIONS

- (a) **Terms:** This is a Basic Ordering Agreement (BOA) that establishes a written instrument of understanding, containing the terms and agreements under which future requirements will be solicited, evaluated, awarded and delivered. A BOA is not a contract.
- (b) All BOA terms and clause herein are incorporated by reference to all future orders.
  - (1) DLA Energy is the Administrator (owner) of the BOA(s) and is the only Ordering Agency authorized to modify the base terms and clause of BOA Holders.
  - (2) In accordance with FAR 16.703(c)(2), each BOA shall be reviewed annually before the anniversary of its effective date and revised as necessary to conform to the requirements of the FAR. The BOA(s) may need to be revised before the annual review due to mandatory statutory requirements. A BOA shall be changed only by modifying the agreement itself and not by individual orders issued under it. Modifying a basic ordering agreement shall not retroactively affect orders previously issued under it.
  - (3) The BOA may be terminated in its entirety by either party upon thirty (30) days' notice to the other party. Termination of a BOA shall not retroactively affect previously issued orders.
  - (4) The Ordering Agency will solicit its requirements in accordance with **FAR 16.703 (d)**.
  - (5) A binding contract (Purchase Order) may be established when the Ordering Agency offers the BOA Holder a Purchase Order (PO) and the BOA Holder accepts it in writing. **All orders shall be accepted by the BOA Holder "in writing," as defined in FAR 2.101.**
  - (6) All POs shall reference the DLA BOA Holder's Agreement number, and a DLA Energy generated sequential BOA number (DLA + 4-digit sequential number).
  - (7) Regardless of the BOA expiration date, the BOA Holder is responsible for delivering all supplies required under each PO and all modifications under each PO.
  - (8) Past Performance and adherence to FAR Part 9 – Responsibility of all BOA Holders will be reviewed at least every two years.

### ORDERING PROCEDURES UNDER BASIC ORDERING AGREEMENTS

- (a) This section sets procedures and criteria that will be used by authorized Ordering Agencies to place Purchase Orders against DLA BOA(s). Any resultant requirements shall be procured in accordance with the FAR 16.703 –Basic Ordering Agreements.
- (b) **Ordering Schedule:** All ordering periods shall be written within the Request for Quote and the resultant Purchase Order pursuant to Section F of the BOA Terms.
- (c) **Competition:** It is the responsibility of the Ordering Agency's Contracting Officer or Government Purchase Card Holder to fully comply with FAR 16.703(d).
- (d) **Method for Determining Price:** All prices must be agreed to before the order is issued.
- (e) **Method for Issuing Purchase Orders:**
  - (1) Only Ordering Agencies listed in Section H, Table 1- Authorized Ordering Agencies are authorized to issue Requests for Quotes under this BOA in writing. See **Attachment 1, RFQ Template**.
  - (2) Accelerated or streamlined procedures, such as email, phone or fax shall be utilized to the maximum extent practicable. E-mail is the preferred method to notifying BOA Holders of Purchase Order opportunities.
  - (3) In the event an Ordering Agency wishes to make an order using this BOA, the Ordering Agency shall:
    - (i) Issue orders under BOA on Optional Form (OF) 347, Order for Supplies or Services, or on any other appropriate contractual instrument.
    - (ii) Incorporate by reference the provisions of the BOA;
    - (iii) If applicable, cite the authority under FAR 6.302 in each order; and
    - (iv) Comply with FAR 5.203 when synopsis is required by FAR 5.201.
  - (4) REC Types and quantities for each Purchase Order will be established upon issuance of a Request for Quote.
  - (5) The Ordering Agency may add local provisions or clauses (e.g. invoicing; payment, delivery schedule, etc...), provided they do not conflict with the BOA terms and clauses.
  - (6) The Ordering Agency intends to evaluate quotes within 10 business days. Any BOA Holder, or interested party (i.e. prospective BOA Holder(s)) providing a quote to the Ordering Agency.
  - (7) The BOA Holder with the lowest evaluated quote shall be in line for award.
  - (8) The Government does not have to accept any quote.



- (f) **Ordering Limitation:** There is no minimum ordering limitation; however, it is strongly recommended that the Ordering Agencies become part of the DLA semi-annual procurement cycle, so that all Agencies are submitting their Request for Quotes at the same time. By leveraging the purchase power of quantity and competition, the Government will secure the best rate. This BOA has an ordering capacity of \$9.5 million amongst all BOA Holders over the 5 year ordering period cumulatively.

### Section H, Table 1 - Authorized Ordering Agencies:

Ordering Agency	AGENCY Contracting Officer OR AUTHORIZED Government Purchase Card (GPC) HOLDER	Title and/or Organizational Unit
DLA Energy		Contracting Officer, DLA Energy, Installation Energy, FEAAB
Department of Interior		Contracting Officer
Department of Transportation- Volpe National Transportation Systems Center		Contracting Officer
U.S. Department of Agriculture- Office of Procurement & Property Management		Contracting Officer
Indian Health Service - HQ		Contracting Officer
Internal Revenue Service		Contracting Officer
NASA Langley Research Center		Contracting Officer, Asst. Branch Head, MSCB, OP
NASA Langley Research Center		Contracting Officer/ GPC Holder
NASA Johnson Space Center		GPC Holder
NASA Kennedy Space Center		Contracting Officer
National Energy Technology Laboratory		Contracting Officer
National Institutes of Health		Contracting Officer
NASA Marshall Space Flight Center		Contracting Officer
DHS Science & Technology		Contracting Officer
U.S. Patent Trade Office		Contracting Officer
USDA Agricultural Research Service		Contracting Officer
USDA Agricultural Research Service		Contracting Officer

## PART II-CONTRACT CLAUSE

### SECTION I – CONTRACT CLAUSES

To view the FAR, offerors may use the following website: <http://www.acquisition.gov/far/>

For all questions concerning:

- Small Business, please e-mail: [dla.energy.osbp@dla.mil](mailto:dla.energy.osbp@dla.mil).

#### 52.204-13 -- System for Award Management Maintenance (FAR) (Jul 2013)

(a) *Definition.* As used in this clause--

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“System for Award Management (SAM)” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and
- (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to—

- (A) Change the name in the SAM database;
- (B) Comply with the requirements of subpart 42.12 of the FAR; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support he legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed

novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(c) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

## 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (FAR) (May 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

\_\_\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Oct 2014) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- \_\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.
- \_\_\_ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_\_\_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- \_\_\_ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_\_\_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).



- \_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- \_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

- \_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- \_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).
- \_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- \_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
- \_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- \_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
  - (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
  - (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
  - (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
  - (vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
  - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
  - (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
  - (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
  - (xi) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
  - \_\_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
  - (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
  - (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
  - (xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
  - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
  - (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/>.

FAR 52.202-1	DEFINITIONS
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
FAR 52.212-4	CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS
FAR 52.232-17	INTEREST
FAR 52.242-13	BANKRUPTCY
FAR 52.246-16	RESPONSIBILITY FOR SUPPLIES
FAR 52.247-34	F.O.B DESTINATION
FAR 52.253-1	COMPUTER GENERATED FORMS

## **PART III—LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **SECTION J – LISTS OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

EXHIBIT	TITLE	# OF PAGES
I	REC Certificate of Transfer	1
II	REC Attestations	3
III	Past Performance	1

ATTACHMENT	TITLE	# OF PAGES
I	RFQ Template	2
II	Q&A Document	5

**END OF BOA SP0600-16-G-8001**